

D Installation

The Artist shall render consultation and advice to the DIRECTOR as required with respect to all matters of the location, placement, foundations and installation of the Sculpture. It is understood and agreed that the DIRECTOR and ARTIST SHALL PLACE THE Sculpture in a location that is mutually agreed upon.

III EXTRA WORK

B The STATE may at its discretion commission the ARTIST to produce a Monumental Sized Sculpture of the Sculpture.

Exhibit

B. Uniqueness

It being understood by the parties that it is the desire of the STATE that the Sculpture and the Maquette thereof be unique, and since a substantial portion of the consideration paid by the STATE to the ARTIST represents the value to the STATE of securing such a unique work. The ARTIST hereby conveys to the STATE all rights to the Sculpture and Maquette. The ARTIST shall not publicly exhibit the Sculpture or Maquette unless authorized by the STATE. The ARTIST assigns to the STATE the exclusive right to copyright the SCULPTURE if agreement for adequate compensation to the ARTIST by the STATE is reached, and if the Maquette is selected by the State for a monumental sized sculpture.

C Schedule and Approval

The ARTIST shall complete the Sculpture within four months of the date of this agreement. Following its final written approval and acceptance by the DIRECTOR The ARTIST shall deliver the Sculpture at a time to be mutually agreed upon and at such location in New York, New York as shall be determined by the DIRECTOR to the ARTIST. The ARTIST assumes and agrees to pay all costs of delivering the Sculpture to the location so designated by the Director.